



***Communications System
Financial Analysis and Rate
Study
Request for Proposals***

City of St Charles
Electric Department

Proposals Due
June 6, 2014 @ 4PM Central Time

Communications System Financial Analysis and Rate Study RFP City of St. Charles

May 6, 2014

Re: REQUEST FOR PROPOSALS for a Communications System Financial Analysis and Rate Study

Dear Vendors:

The City of Saint Charles is currently accepting proposals for the conduct of a Financial Analysis and Rate Recommendation for our existing fiber utility. The City will award the contract to a single consulting firm. Specifications and RFP documents are available at City Hall as well as on the City website.

City of St. Charles
2 E. Main Street
St. Charles IL 60174
www.stcharlesil.gov

Proposal instructions are contained in **Sections 3-4** of the *Request for Proposals* (RFP) document. Please provide the requested information in the prescribed written format. Failure to comply with the prescribed format may result in disqualification.

- **Questions:** All questions must be received by **4:30 p.m. CDT, May 29, 2014.** Questions received after this deadline will not be accepted.
- **Proposals Due:** One (1) original, three (3) printed copies, and one (1) electronic copy on CD/Memory Stick of your Proposal must be received no later than **4:00 p.m. CDT, June 6, 2014.**

Thank you for your participation. We look forward to reviewing your Proposal.

Sincerely,

Tom Bruhl, P.E.
Electric Services Manager
City of St. Charles

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1 OBJECTIVES AND PROCESS SCHEDULE

Purpose

This information was developed in a format to facilitate the preparation of responses to this *Request for Proposals (RFP)* and the subsequent evaluation of those responses.

Because there are several vendors who provide the type of services that the City desires, it is our desire to meet the future financial needs of our Communications Utility through this competitive selection process. The requirements noted in this RFP are designed to assist in the selection of the vendor that best meets the City's needs.

Objective

The objective of the City of St Charles is to utilize a qualified consultant to perform a financial analysis of our Communications Utility and make rate recommendations for the communications services the City provides to internal City departments and external entities.

This document contains the study requirements and the requested format for vendor proposals. If additional analysis is believed to be appropriate for the City's operations, please quote them as options and include supporting justification and cost detail.

The City reserves the right to the following:

- Accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City
- To reject the low price Proposal
- To waive irregularities and informalities in any Proposal submitted or in the *Request for Proposals* process

General Process and Schedule

During the selection process, the City will review the submitted Proposals. Using subsequent interviews, reference checks, and potential site visits, the City will then pick a final preferred vendor. The City will negotiate final pricing and terms and conditions with the preferred vendor. The following is the current estimated schedule, as defined by the City and can be changed at its discretion:

Estimated Selection Process Step	Date(s)
Release and Issuance of the <i>Request for Proposals (RFP)</i>	May 6, 2014
Final Date for Vendors to Submit Questions	May 29, 2014
Date for Publishing Answers to Vendors' Questions	May 30, 2014

Proposals Due	June 6, 2014
Final Vendor Selection	June 2014
Estimated Approval	June 2014
Project Start	June 2014
Draft Study Due	August 1, 2014

Table 1 – Estimated Selection Schedule

Project Background

The City of St. Charles, Illinois operates a communication utility as an enterprise fund. The City is seeking proposals from qualified consultants to perform a financial analysis and rate recommendation for the communication services the City provides to internal City departments and external entities.

The network consists of a fiber mesh network that extends between many City buildings and remote sites (30 to 40 total). The rough estimate of the cost to replace the fiber backbone is between \$800,000 and \$1,000,000. The City maintains network connections over the fiber, and provides a VOIP phone system. Every City department relies on the communication system; however, some are more dependent upon it than others. Examples of extra dependency include the Electric, Water, and Wastewater utilities which use the fiber system to communicate SCADA data. The Communications group also manages/maintains a number of communication related systems for the City. These include, Cat5e wiring, HDMI wiring, phone/fax connectivity maintenance, the public works radio system, large display systems using HDMI from a computer to a screen on the wall, Keyscan door and gate access system, panic buttons, emergency phones in elevators and parking decks, camera systems, fire and burglar alarm system coordination, and automated garage door systems. Through timesheet tracking, some visibility to staff allocation to these different systems is available.

The Communications Utility has no full time staff, and physical work performed is executed by a six person group from the Electric Meter and Water Meter departments. The group is not staffed 24/7 and does not have anyone on paid standby for after-hours emergencies. Intergovernmental agreements recognize such and use the terminology of “best efforts” to restore service interruptions. The network is maintained by IT professionals in the Information Systems Department of the City and managed in a GIS environment.

In addition to the internal City customer base, the Communications Utility provides connectivity services to the local school district (D303) and to the county (Kane County). The agreements for services with D303 and Kane County are through intergovernmental agreements (IGA's). The D303 agreement expired two years ago. The methodology for cost for the other governmental entities was based on an elaborate spreadsheet that assigned costs based on number of facilities connected and the nature of the connection, either lit or dark fiber. The calculation included payments into a reserve fund to replace the fiber backbone components as they reach end of life. The D303 facilities are a combination of lit “drops” off of the fiber backbone within the City and connections to remote schools, outside of City corporate limits, on fiber runs that was paid for by D303. No reserve capital

fund exists for replacement of such. There are approximately eighteen (18) D303 facilities currently connected. The Kane County connections are dark fiber between three facilities. Recently, the local shared 911 center, Tri-Com, which is located in St. Charles, obtained a dark fiber connection to a Kane County facility. There is currently no agreement for such, but this is identified as a gap that needs to be solved, and such needs to be addressed in the rate study.

The City has a request from an additional governmental entity, the public library, for a dark fiber link between the library and a Kane County facility. The rate study needs to provide a structure for developing a cost for additional entities.

The City has also had random requests for broadband services from non-governmental business entities or private citizens. The City has generally been hesitant to consider such given that two referenda on this topic were rejected by voters. In addition to the general public feeling about expanding the utility to non-government entities, there is a basic fear of the FCC ICC, and other reporting requirements related to selling of communication services. In addition, the City is not staffed to provide 24/7 customer service on the communication system. If the consultant has experience with local governments providing services to "for profit" entities or citizens, please state such in the proposal. If the proposal can include recommendations, major concerns (including staffing issues related to providing 24/7 customer service), and the milestone steps to providing broadband to non-government entities without additional cost, please state such in the response. If such would be an additional cost, please provide a proposal for such.

An additional requirement is to evaluate an alternative rate structure in which "best efforts" is enhanced via two members of the labor force being on paid standby to respond to emergencies after normal hours. The City provides electric service to our residents and businesses and has contract language with another bargaining unit and other groups in this bargaining unit to use as templates for the estimated costs that having standby personnel would add to our cost of service. The rate changes related to stand by costs should be offered in two plans. One plan would be for these costs to be shared by all users, internal and external. The other plan would be for these costs to be shared by other entities, namely D303 and Kane County, who desire the 24/7 service.

City Profile



St. Charles has a land area of 15 square miles. Located in both DuPage and Kane Counties, the City of St. Charles is 35 miles west of downtown Chicago. State Highways 25, 31, 38, and 64 cross St. Charles, as do county thoroughfares Randall and Kirk Roads. Over 2,100 businesses employ over 34,200 people, consisting of a balanced mix of retailers, restaurants, and manufacturing facilities. They are assisted by an active Chamber of Commerce, a full service Convention and Visitors Bureau, and the Downtown St. Charles Partnership.

For more information about the City, go to <http://www.stcharlesil.gov/>

2 EVALUATION CRITERIA

Evaluation Criteria

All proposals will be evaluated using the following general evaluation Criteria:

Criteria
Proposal Content
Project Cost
References & Experience
Additional Criteria to be determined

Table 2 – Evaluation Criteria

An Evaluation Panel consisting of City staff may conduct discussions with any vendor who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of the proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other vendor.

During potential discussions, vendors may be asked to elaborate on the specific services to be provided as well as on their qualifications to provide such services. Additional information regarding the responsibilities of the City and the vendor as well as additional clarification of cost may also be addressed.

Proposers may include any additional information that they believe to be pertinent, but not specifically mentioned in this RFP. Decisions regarding the acceptability of any proposal by the Evaluation Panel will be final.

3 PROPOSAL INSTRUCTIONS

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

General Proposal Instructions & Due Dates

- **Questions:** All questions should be directed to Tom Bruhl, using e-mail to tbruhl@stcharlesil.gov no later than **4:30 p.m. CDT, May 29, 2014**. Questions received after this deadline will not be accepted.

Answers to submitted questions will be posted on the City's website and a link published via email on May 30, 2014 will be provided to all vendors that have confirmed their intent to propose.
- Proposals shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Proposal" and the name of the project or subject of the proposal. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "**Tom Bruhl, City of St. Charles, Two East Main Street, St. Charles, IL 60174.**" Include a return address on both envelopes. Proposals received after the specified time and date will be returned unopened.
- All proposals must be signed with the firm name and by an authorized officer or employee of the company. One proposal per supplier/contractor is allowed.
- **Printed Proposals Due: One (1) original, three (3) printed copies, and one (1) electronic version on a CD/Memory Stick in Word or PDF format** must be received no later than **4:00 p.m. CDT, June 6, 2014**.

Requests for extension of the submission date will not be granted unless deemed in the best interests of the City. Vendors submitting Proposals should allow for normal mail or delivery time to ensure timely receipt of their Proposal.

Proposal Format

Proposals should follow the *Request for Proposals* format provided in Section 4.

Please include a Table of Contents at the beginning of the Proposal clearly outlining the contents of each section.

Please provide the following sections, as a minimum:

- Understanding of Project Objectives
- Response to Study Specifications
- Disclosures and Contractual Requirements
- Appendices
- All Proposals must be signed by a duly authorized official representing the vendor

Only written communication from the City may be considered binding. The City reserves the right to terminate the selection process at any time and to reject any or all Proposals. The contract will be awarded to the vendor whose overall Proposal best meets the requirements of the City.

The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's Proposal to the City, including costs, shall remain valid for a minimum of 90 calendar days from the Proposal due date.

Please note that all contracts are subject to negotiation.

The City of Saint Charles will require the vendor selected to agree to include the contents of this *Request for Proposals* and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for services, equipment, and software.

The City will be awarding a contract to a single vendor.

4 STUDY SPECIFICATIONS (SCOPE OF WORK)

Communications financial Analysis and Rate Study RFP Specifications and Proposal Requirements

This section of the RFP contains the specifications and details regarding the City's Communications System Study requirements.

General Instructions

Written proposals are required by the City for a financial analysis and rate study of our Communications Utility as described in the sections below.

1. The proposal, estimated to be awarded in June 2014, will be confirmed by a purchase order issued to the successful vendor.
2. The proposal will be awarded based on the overall proposal and the best interests of the City. Prices should be shown for each line item, where applicable. The City reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the *Request for Proposals* process.
3. The City must comply with the Illinois Freedom of Information Act. The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to the RFP, the City's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
4. This contract will be governed by the laws of the State of Illinois and Kane County.

1. Instructions to Proposer

1.1. General

The City of Saint Charles (City) is seeking a financial analysis and rate recommendations for its Communications Utility.

The City is seeking a lump sum, not to exceed proposal. Such proposal shall include two visits to St. Charles for evening meetings during the week. It is expected that the consultant will need to present to the St. Charles City Council and may also be required to present findings and respond to questions at a D303 school board meeting. The lump sum price shall include development of a PowerPoint, or similar, presentation for use at City Council or School Board meetings. A price per occurrence, for additional requested night meetings should be provided. The lump sum proposal shall include a one-day "kick-off" meeting. The City is open to this being a webinar format if such can be effective and will save cost. Should there be components of the study or related work which the consultant feels would be beneficial, such can be presented as additional services for consideration.

1.2. Intent of Request-for-Proposal

The primary intent of this document is to provide the vendor with a reference point to provide the City with a complete analysis and rate recommendation that will satisfy the objectives of the City. The specifications provided herein are intended to facilitate the communications of the requirements of the City and are to be considered as the minimum requirements.

1.3. Format of Response

- 1.3.1. The proposal should follow the same outline as this Section of the RFP. Thus, each numbered section starting at the beginning should have an appropriate response such as "**read and understood and included**" or the pertinent information requested.
- 1.3.2. The proposer should address each point listed in the document directly below the numbered point. In this way, the City will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this RFP.

1.4. Vendor Company Information

- 1.4.1. Please provide a description of your company background to include the following:
 - 1.4.1.1. Company financial statements (Finalists may be asked to provide)
 - 1.4.1.2. Age of company
 - 1.4.1.3. Length of time in the communications industry
 - 1.4.1.4. Company ownership
 - 1.4.1.5. Number of employees
 - 1.4.1.6. Number of office locations
 - 1.4.1.7. Address of the office responding to the RFP
 - 1.4.1.8. Specific company representative assigned to be our contact, including name, address, phone, fax, and email

2. General Rate Design Criteria

The resulting rate recommendation for the City of St. Charles Communications Utility should adhere to the following criteria.

- 2.1. Provide a rate structure that generates sufficient revenue to maintain the utility in a favorable financial condition.
- 2.2. Allocate costs in an equitable manner between and within customer classifications so that rate structures are fair and equitable to all consumers served.
- 2.3. Propose rate structures that are easy for customers to understand and simple for the utility to apply.
- 2.4. Provide a structure for developing costs for additional entities, including potential alternate rates that provide for 24/7/365 support using contract standby personnel.
- 2.5. (Optional) Include broad analysis, recommendations, and milestone steps for providing broadband to non-government entities.

3. Data Collection and Analysis Requirements

The City of St. Charles is requesting that the chosen vendor complete the following data collection and analysis.

3.1. Initial Collection

- 3.1.1. Determine historical revenue from different City and external entities.
- 3.1.2. Collect historical cost data related to different internal City and external entities. Cost data should include any and all costs incurred by the City in the running of the utility, including but not limited to, the costs for installation, maintenance, support, administrative services, computer services, and GIS services.
- 3.1.3. Collect and analyze historical financial data for the utility,
- 3.1.4. Collect and estimate system replacement value for use in determining required capital reserves.

3.2. Cost Allocation and Rate Review

- 3.2.1. Review existing cost allocation to internal City departments.
- 3.2.2. Review existing Intergovernmental Agreements (IGA's).

3.3. Establish Fiscal Requirements

- 3.3.1. Project system expenses and cash requirements.
- 3.3.2. Determine whether present level of revenue is adequate.
- 3.3.3. Prepare a cash flow analysis covering historical operating results and estimates of five future fiscal years.

3.4. Provide Cost of Service Analysis

- 3.4.1. Functionalize all costs of the utility into cost categories.
- 3.4.2. Estimate contributions of each entity for capacity-related costs. Entities shall be defined as the different City departments, D303, Kane County, and Tri-Com.
- 3.4.3. Allocate costs to each entity using industry-standard methodologies.

- 3.4.4. Determine the appropriate revenue level for each entity.
- 3.4.5. Estimate or provide relevant data, to the extent possible, of the approximate competitive cost for the services provided to D303, Kane County, and Tri-Com if they were to match said services from other carriers (AT&T and Comcast).
- 3.4.6. Evaluate additional cost of service in the event that the City bargained for union employees to be on stand-by to provide 24 x 7 x 365 response. City will provide the estimated annual additional cost for such to put into the cost of service model.
- 3.4.7. Deliver an Excel spreadsheet that shows the City financial data and City system data inputs that result in the rate outputs. Such shall be suitable for adjusting rates in the future, in interim years between rate studies. Such shall be a deliverable from the consultant prior to final payment.
- 3.4.8. Provide methodology and calculations that would be used to bring new customers onto the system, for example, the Public Library. Specifically address a method by which an additional user reduces the costs for the existing users through distribution of the costs over more entities.

4. Summarized Study Results

The City of St. Charles expects the following deliverables.

- 4.1. Draft conclusions to be discussed and reviewed with City staff.
- 4.2. Summarized findings and recommendations in a brief written document for distribution to City staff.
- 4.3. Tables showing comparisons of the impact of suggested rates as compared with current.
- 4.4. Formal, bound, written report summarizing conclusions and presenting data tables and research findings produced during the study.
- 4.5. Presentation of final report to the City Council at an evening meeting.
- 4.6. Presentation of a potentially different report at an evening D303 board meeting. It is highly unlikely that the City Council and D303 meeting can be scheduled in the same visit.

5. Estimated Project Plan – Please provide an estimated project plan with various milestones assuming the contract would be awarded in early June 2014.

6. References

- 6.1.1. Provide at least 3 references where you have performed similar analyses, preferably in the area, using the tables provided below – expanding them as necessary to include all relevant information. The references must be for a financial analysis and rate recommendations.
- 6.1.2. While you are free to provide any references, ideally, the City would like to talk with several other local government references.
- 6.1.3. Be advised, references are a major element of the customer's selection criteria.

Reference #1

Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Date of Comparable Project	
Description of Comparable Project- please be specific and detailed	

Reference #2

Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Date of Comparable Project	
Description of Comparable Project- please be specific and detailed	

Reference #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Date of Comparable Project	
Description of Comparable Project- please be specific and detailed	

7.Pricing

- 7.1. Detailed pricing information is needed on the system. Expand the following table as required to provide pricing for the proposed project to meet the requirements.

Component - Name	Hours	Unit Price	Total Cost
Lump sum, Not to Exceed, price for conducting the financial analysis and providing rate recommendations; includes two (2) presentations at evening meetings.			
Lump sum cost per additional evening presentation beyond the two required, assuming such cannot be scheduled during a standard meeting trip			
Suggested optional additions to the contract			
Total Price			

5 DISCLOSURES & CONTRACTUAL REQUIREMENTS

Please note that any exceptions to the following requirements, as well as other sections, should be addressed in a separate section of the Vendor's Proposal.

Bulletins and Addenda

Any bulletins or addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFP addenda are to be considered covered in the RFP and they will become a part of the awarding contract. Receipt of bulletins or addenda shall be acknowledged by the vendor in their RFP Proposal cover letter.

Rejection of Proposal

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the City of St. Charles may require the correction of any deficiency and accept the corrected Proposal.

Acceptance of Proposals

The City of St. Charles reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

Taxes

The prices quoted herein shall agree with all Illinois and Federal Tax Laws and regulations.

Compliance with Applicable Laws

Contractor agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Indemnification

Vendor will agree to defend, indemnify, and save harmless City of St. Charles, its Council, boards, commissions, officers, employees and agents, from and against any and all claims,

suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of St. Charles its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Vendor, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

Insurance

If the Proposal is accepted, vendors shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, professional liability, and umbrella liability insurance coverage relating to Vendor's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category and Minimum Limits

Workers' Compensation: statutory minimum. Vendor will certify that they are aware of the provisions of the Labor Code of the State of Illinois which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor certifies that they will comply with such provisions before commencing the performance of the work.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease

Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing services hereunder)

Professional Liability: \$1,000,000 per claim and aggregate

Umbrella Liability: \$5,000,000 limit.

Additional Insurance Provisions

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Vendor will ensure that the policies are endorsed to name the City of St. Charles, its Council, officers, boards, commissions, employees, and agents, as additional insureds.

Cancellation. Insurance will be in force during the life of any final contract and any extensions of it and will not be canceled without thirty (30) days prior written notice sent to the City pursuant to the notice provisions of the final contract.

Failure to Maintain Coverage. If Vendor fails to maintain any of these insurance coverages, then the City will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Vendor is responsible for any payments made by the City to obtain or maintain insurance and the City may collect these payments from Vendor or deduct the amount paid from any sums due Vendor under the final contract.

Submission of Insurance Policies. The City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

Primary Coverage. For any claims related to the final contract, the Vendor's insurance coverage shall be primary insurance with respect to City of St. Charles, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Vendor's insurance and not contributory with it.

Reduction in Coverage/Material Changes. Vendor will notify the City in writing pursuant to the notice provisions of the final contract thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this RFP or any material changes to the respective insurance policies.

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of the City.

Termination for Default

In the event of a breach of any of the terms of this Agreement including the Contractor's warranties, the City may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.

Professional Liability

In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and will provide certificates of insurance upon request.

Intention

The vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the vendor shall be responsible for the implementation in a most professional manner of all items as shown in the Proposal, stated in the specifications, or reasonably implied, in accordance with the contract documents.

Rights to Submitted Materials

All Proposals, Proposals, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of the City of St. Charles when received. The City reserves the right to use the material or any ideas submitted in the RFP.

Vendor Demonstrations

Select vendors will be requested, at no cost to the City of St. Charles, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

6 CERTIFICATES OF COMPLIANCE

CERTIFICATE OF COMPLIANCE OF ILLINOIS COMPILED STATUTES, CH. 65,
SEC. 11-42-1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that (respondent) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42-1, Illinois Compiled Statutes.

Name _____

By: _____

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, ____ .

Notary Public

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that (respondent) shall comply with all local, state and federal safety standards.

Name _____

By: _____

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, ____ .

Notary Public

CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that (respondent) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Name _____

By: _____

State of _____),
County of _____) ss.

Subscribed and sworn to
before me this _____ day
of _____, ____ .

Notary Public

CERTIFICATE OF COMPLIANCE WITH THE HUMAN RIGHTS ACT

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that (respondent) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Name _____

By: _____

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, ____ .

Notary Public